

U.S. ENVIRONMENTAL PROTECTION AGENCY GRANT AGREEMENT/AMENDMENT				GRANT IDENTIFICATION NO.									
				C	0	6	1	0	2	2	1	2	1
CHECK APPLICABLE ITEM(S)								DATE OF AWARD (Obligation date)					
<input type="checkbox"/> GRANT AGREEMENT <input checked="" type="checkbox"/> GRANT AMENDMENT <input type="checkbox"/> SUBSEQUENT RELATED PROJECT (WWT)								28 APR 1980 TYPE OF ACTION <div style="text-align: right; font-weight: bold;">INCREASE</div>					
PART I-GENERAL INFORMATION													
1. GRANT PROGRAM Construction Grants				2. STATUTE REFERENCE PL 92-500				3. REGULATION REFERENCE 40 CFR 35					
4. GRANTEE ORGANIZATION													
a. NAME SEWER AUTHORITY MID-COASTSIDE								c. ADDRESS 501 MAIN STREET HALF MOON BAY, CA 94019					
b. EMPLOYER I.D. NO. (EIN)													
5. PROJECT MANAGER (Grantee Contact)													
a. NAME FRED MORTENSEN								d. ADDRESS 501 MAIN STREET HALF MOON BAY, CA 94019					
b. TITLE GENERAL MANAGER													
c. TELEPHONE NO. (Include Area Code) (415) 726-5566													
6. PROJECT OFFICER XXXXXX (SWRCB Contact)													
a. NAME JOHN BLUBAUGH								d. ADDRESS State Water Resources Control Board Division of Water Quality Contracts Administration Unit P.O. Box 100 Sacramento, CA 95801					
b. TITLE PROJECT COORDINATOR													
c. TELEPHONE NO. (Include Area Code) (916) 322-6468													
7. PROJECT TITLE AND DESCRIPTION													
CONSTRUCTION OF PUMP STATION. THIS AMENDMENT ADJUSTS THE GRANT TO THE APPROVED CONSTRUCTION BID.												PROJECT STEP (WWT) 3	
8. DURATION													
PROJECT PERIOD (Dates) 2/29/80 TO 8/1/81								BUDGET PERIOD (Dates)					
9. DOLLAR AMOUNTS													
TOTAL PROJECT COSTS								EPA GRANT AMOUNT (In-Kind Amt. _____), \$1,925,400					
TOTAL ELIGIBLE COSTS (WWT)				\$2,567,200				UNEXPENDED PRIOR YR. BAL. (EPA Funds)					
TOTAL BUDGET PERIOD COSTS								THIS ACTION (This obligation amount) \$634,650					
10. ACCOUNTING DATA													
APPROPRIATION		DOC CONTROL NO.		ACCOUNT NO.		OBJ CLASS		AMOUNT CHARGED					
68X0103		C00042		BG7E092002		41. 11		\$634,650					
						41.							
						41.							
11. PAYMENT METHOD								12. PAYEE (Name and mailing address. Include ZIP Code)					
<input type="checkbox"/> ADVANCES (____ % of award) <input checked="" type="checkbox"/> REIMBURSEMENT <input type="checkbox"/> OTHER _____								Grantee Organization SEND PAYMENT REQUEST TO SWRCB, Div. Water Quality, Payments Unit, P.O. Box 100, Sacto., CA 95801					

PART II - APPROVED BUDGET

TABLE A - OBJECT CLASS CATEGORY (Non-construction)		TOTAL APPROVED ALLOWABLE BUDGET PERIOD COST
1. PERSONNEL		
2. FRINGE BENEFITS		
3. TRAVEL		
4. EQUIPMENT		
5. SUPPLIES		
6. CONTRACTUAL		
7. CONSTRUCTION		
8. OTHER		
9. TOTAL DIRECT CHARGES		
10. INDIRECT COSTS: RATE % BASE		
11. TOTAL (Share: Grantee _____ % Federal , _____ %)		
12. TOTAL APPROVED GRANT AMOUNT		\$
TABLE B - PROGRAM ELEMENT CLASSIFICATION (Non-construction)		
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10. TOTAL (Share: Grantee _____ % Federal _____ %)		
11. TOTAL APPROVED GRANT AMOUNT		\$
TABLE C - PROGRAM ELEMENT CLASSIFICATION (Construction)		
1. CONSTRUCTION AND PROJECT COSTS		\$2,327,616
2. ADMINISTRATIVE EXPENSES		20,950
3. LAND, STRUCTURES, RIGHT-OF-WAY		
4. CONSULTANT ARCH./ENGR. FEES		102,265
5. GRANTEE ARCH./ENGR. FEES (FORCE ACCOUNT)		
6. EQUIPMENT		
7. CONTINGENCIES		116,369
8. RELOCATION PAYMENTS		
9. INDIRECT COSTS		
10. SUBTOTAL		
11. GRANT PROCESSING FEE		
12. TOTAL (Share: Grantee <u>12.5</u> % Federal <u>75</u> % State <u>12.5</u> %)		\$ 2,567,200
13. TOTAL APPROVED GRANT AMOUNT		\$ 1,925,400

PART III - GRANT CONDITIONS**a. General Conditions:**

The grantee covenants and agrees that it will expeditiously initiate and timely complete the project work for which assistance has been awarded under this grant, in accordance with all applicable provisions of 40 CFR Chapter I, Subpart B. The grantee warrants, represents, and agrees that it, and its contractors, subcontractors, employees and representatives, will comply with: (1) all applicable provisions of 40 CFR Chapter I, Subchapter B, INCLUDING BUT NOT LIMITED TO the provisions of Appendix A to 40 CFR Part 30, and (2) any special conditions set forth in this grant agreement or any grant amendment pursuant to 40 CFR 30.425.

b. Special Conditions:

b. SPECIAL CONDITIONS (Continued)

PART IV

NOTE: The Grant Agreement must be completed in duplicate and the Original returned to the Grants Administration Division for Headquarters grant awards and to the appropriate Grants Administration Office for state and local awards within 3 calendar weeks after receipt or within any extension of time as may be granted by FPA.

Receipt of a written refusal or failure to return the properly executed document within the prescribed time, may result in the automatic withdrawal of the grant offer by the Agency. Any change to the Grant Agreement by the grantee subsequent to the document being signed by the EPA Grant Award Official which the Grant Award Official determines to materially alter the Grant Agreement shall void the Grant Agreement.

OFFER AND ACCEPTANCE

The United States of America, acting by and through the U.S. Environmental Protection Agency (EPA), hereby offers a grant/amendment to the SEWER AUTHORITY MID-COASTSIDE for 75 % of all approved costs incurred up to and not exceeding \$ 1,925,400 for the support of approved budget period effort described in application (including all application modifications) Application for Federal Assistance included herein by reference.

ISSUING OFFICE (Grants Administration Office)

ORGANIZATION ADDRESS

EPA, Grants Administration Section
215 Fremont Street
San Francisco, CA 94105

AWARD APPROVAL OFFICE

ORGANIZATION ADDRESS

EPA, Water Division
215 Fremont Street
San Francisco, CA 94105

THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY

SIGNATURE OF AWARD OFFICIAL

TYPED NAME AND TITLE

Frank M. Covington
Director, Water Division

DATE

28 APR 1980

This Grant Agreement is subject to applicable U.S. Environmental Protection Agency statutory provisions and grant regulations. In accepting this award or amendment and any payments made pursuant thereto, (1) the undersigned represents that he is duly authorized to act on behalf of the grantee organization, and (2) the grantee agrees (a) that the grant is subject to the applicable provisions of 40 CFR Chapter 1, Subchapter B and of the provisions of this agreement (Parts I thru IV), and (b) that acceptance of any payments constitutes an agreement by the payee that the amounts, if any, found by EPA to have been overpaid will be refunded or credited in full to EPA.

BY AND ON BEHALF OF THE DESIGNATED GRANTEE ORGANIZATION

SIGNATURE

TYPED NAME AND TITLE

W. FRED MORTENSEN GENERAL MANAGER

DATE

5/12/80

U.S. ENVIRONMENTAL PROTECTION AGENCY GRANT AGREEMENT/AMENDMENT				GRANT IDENTIFICATION NO.									
FMO				C 0 6 1 0 2 2 1 2 0									
CHECK APPLICABLE ITEM(S)				DATE OF AWARD (Obligation date)									
<input type="checkbox"/> GRANT AGREEMENT				29 FEB 1980									
<input type="checkbox"/> GRANT AMENDMENT													
<input checked="" type="checkbox"/> SUBSEQUENT RELATED PROJECT (WWT)				TYPE OF ACTION									
				CONTINUATION									
PART I-GENERAL INFORMATION													
1. GRANT PROGRAM				2. STATUTE REFERENCE				3. REGULATION REFERENCE					
Construction Grants				PL 92-500				40 CFR 35					
4. GRANTEE ORGANIZATION													
a. NAME						c. ADDRESS							
SEWER AUTHORITY MID-COASTSIDE						501 MAIN STREET HALF MOON BAY, CA 94019							
b. EMPLOYER I.D. NO. (EIN)													
5. PROJECT MANAGER (Grantee Contact)													
a. NAME						d. ADDRESS							
FRED MORTENSEN						501 MAIN STREET HALF MOON BAY, CA 94019							
b. TITLE													
GENERAL MANAGER													
c. TELEPHONE NO. (Include Area Code)													
(415) 726-5566													
6. PROJECT OFFICER (SWRCB Contact)													
a. NAME						d. ADDRESS							
JOHN BLUBAUGH						State Water Resources Control Board							
b. TITLE						Division of Water Quality							
PROJECT COORDINATOR						Contracts Administration Unit							
c. TELEPHONE NO. (Include Area Code)						P.O. Box 100							
(916) 322-6468						Sacramento, CA 95801							
7. PROJECT TITLE AND DESCRIPTION													
CONSTRUCTION OF PUMP STATION.													
RECEIVED APR 17 1980 DIVISION OF WATER QUALITY													
												PROJECT STEP (WWT)	
												3	
8. DURATION													
PROJECT PERIOD (Dates)						BUDGET PERIOD (Dates)							
AWARD - 8/1/81													
9. DOLLAR AMOUNTS													
TOTAL PROJECT COSTS								EPA GRANT AMOUNT (In-Kind Amt. _____), \$1,290,750					
TOTAL ELIGIBLE COSTS (WWT)				\$1,721,000				UNEXPENDED PRIOR YR. BAL. (EPA Funds)					
TOTAL BUDGET PERIOD COSTS								THIS ACTION (This obligation amount) \$1,290,750					
10. ACCOUNTING DATA													
APPROPRIATION		DOC CONTROL NO.		ACCOUNT NO.		OBJ CLASS		AMOUNT CHARGED					
68X0103		C00030		0G7N092002		41. 11		\$1,290,750					
						41.							
						41.							
11. PAYMENT METHOD								12. PAYEE (Name and mailing address. Include ZIP Code)					
ADVANCES (____ % of award) <input checked="" type="checkbox"/> REIMBURSEMENT								Grantee Organization					
OTHER _____													
SEND PAYMENT REQUEST TO SWRCB, Div. Water Quality, Payments Unit, P.O. Box 100, Sacto., CA 95801													

PART II - APPROVED BUDGET

TABLE A -- OBJECT CLASS CATEGORY. (Non-construction)		TOTAL APPROVED ALLOWABLE BUDGET PERIOD COST
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6. CONTRACTUAL		
7. CONSTRUCTION		
8. OTHER		
9. TOTAL DIRECT CHARGES		
10. INDIRECT COSTS: RATE _____ % BASE _____		
11. TOTAL (Share: Grantee _____ % Federal _____ %)		
12. TOTAL APPROVED GRANT AMOUNT		\$
TABLE B -- PROGRAM ELEMENT CLASSIFICATION (Non-construction)		
1.		
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9.		
10. TOTAL (Share: Grantee _____ % Federal _____ %)		
11. TOTAL APPROVED GRANT AMOUNT		\$
TABLE C -- PROGRAM ELEMENT CLASSIFICATION (Construction)		
1. CONSTRUCTION AND PROJECT COSTS		1,485,000
2. ADMINISTRATIVE EXPENSES		13,500
3. LAND, STRUCTURES, RIGHT-OF-WAY		
4. CONSULTANT ARCH./ENGR. FEES		74,000
5. GRANTEE ARCH./ENGR. FEES (FORCE ACCOUNT)		
6. EQUIPMENT		
7. CONTINGENCIES		148,500
8. RELOCATION PAYMENTS		
9. INDIRECT COSTS		
10. SUBTOTAL		
11. GRANT PROCESSING FEE		
12. TOTAL (Share: Grantee <u>12½</u> % Federal <u>75</u> % State <u>12½</u> %)		\$ 1,721,000
13. TOTAL APPROVED GRANT AMOUNT		\$ 1,290,750

PART III - GRANT CONDITIONS

a. General Conditions:

The grantee covenants and agrees that it will expeditiously initiate and timely complete the project work for which assistance has been awarded under this grant, in accordance with all applicable provisions of 40 CFR Chapter I, Subpart B. The grantee warrants, represents, and agrees that it, and its contractors, subcontractors, employees and representatives, will comply with: (1) all applicable provisions of 40 CFR Chapter I, Subchapter B, INCLUDING BUT NOT LIMITED TO the provisions of Appendix A to 40 CFR Part 30, and (2) any special conditions set forth in this grant agreement or any grant amendment pursuant to 40 CFR 30.425.

b. Special Conditions:

1. All architectural/engineering subagreements must comply with regulations published in the Federal Register on September 27, 1978, and as further explained in State Water Resources Control Board Clean Water Grant Bulletins 29A through 29H.

The Grantee shall award such subagreements which are expected to exceed \$10,000 prior to the commencement of any services. Subagreements not exceeding \$100,000 shall be submitted within 30 days of their award and must be approved before the first grant payment can be made. Any subagreements expected to exceed \$100,000 must be submitted and approved prior to the award of the subagreement.

Grantees performing architectural/engineering work with their own forces (force account) must receive prior approval in accordance with Federal Rules and Regulations 40 CFR 35.936-14 and Clean Water Grant Bulletin No. 29D.

The amounts listed on Page 2 of the grant offer for fees are estimates only and do not indicate approval of the professional subagreements or force account requests.

2. The Grantee shall demonstrate to the satisfaction of the Regional Administrator that he has or will have a fee simple or such other estate or interest in the site of the project and rights of access, as the Regional Administrator finds sufficient to assure undisturbed use and possession for the purpose of construction and operation for estimated life of the project, and in the case of projects serving more than one municipality, that the participating communities have such interests or rights as the Regional Administrator finds sufficient to assure their undisturbed utilization of the project for the estimated life of the project.
3. The Grantee will enact and enforce in each jurisdiction serviced by the treatment works project before the completion of construction, a sewer use ordinance or other legally binding requirement which:

PART III - GRANT CONDITIONS - Continued

- 1) Shall prohibit any new connections from inflow sources into the sanitary sewer portion of the sewer system, and
 - 2) Shall ensure that new sewers and connections to the sewer system are properly designed and constructed.
4. The Grantee shall acquire and maintain any flood insurance made available to it under the National Flood Insurance Act of 1968, as amended. The insurance shall be in an amount at least equal to the total eligible project costs excluding cost of land and uninsurable improvements, or to the maximum limit of coverage made available under the National Flood Insurance Act of 1968, as amended, whichever is less, for the entire useful life of the project.

This condition shall not be applicable if, on the date of execution of the grant agreement by both parties, flood insurance was not available pursuant to the Flood Insurance Act of 1968, as amended, for property in the project location. This condition shall not be applicable if the project location is outside the boundaries of a special flood hazard area delineated on a Flood Hazard Boundary Map or Flood Insurance Rate Map which has been issued by the Department of Housing and Urban Development, Federal Insurance Administration. This condition shall not be applicable if the total value of improvements insurable under the National Flood Insurance Act is less than \$10,000.

5. The Grantee agrees to make payment to its contractor promptly after receipt of Federal sums due under this grant and to retain only such amounts as may be justified by specific circumstances and provisions of this grant or the construction contract.

Retained amounts shall be limited, except where greater retention is necessary under specific circumstances specifically provided for in the construction contract, to the following schedule:

- (a) retention of up to 10 percent of payments claimed until construction is 50 percent complete;
- (b) after construction is 50 percent complete, reduction of the total retainage to 5 percent of payments claimed, provided that the contractor is making satisfactory progress and there is no specific cause for greater withholding;
- (c) when the project is substantially complete (operational or beneficial occupancy), the retained amount shall be further reduced below 5 percent to only that amount necessary to assure completion of the contract work;
- (d) a cash bond or irrevocable letter of credit may be accepted in lieu of all or part of the cash retainage under (b) or (c) above.

PART III - GRANT CONDITIONS - Continued

The Grantee agrees to report to the Project Officer and promptly credit to the Federal share due under this grant the full amount of any interest earned, or if no such interest is earned, an imputed amount of interest at the prevailing rate, upon Federal sums paid to the Grantee, if payment to the contractor is unjustifiably delayed by the Grantee, its employees or representatives.

The Grantee agrees to include appropriate provision in each Step 3 construction contract to implement this prompt payment requirement.

The foregoing condition will not apply to the extent that it may be prohibited by any specific requirement of State or local laws or ordinances.

6. Should the discovery of a potential archeological or historical resource occur during construction, all work in the area of the find will stop and a qualified archeologist will be called in to evaluate the situation and make recommendations to the Cultural Resources Officer of the State Water Resources Control Board. Said Cultural Resources Officer will then determine what will be necessary for construction to proceed.
7. This grant may be terminated if any portion of the schedule for the project indicated below is not met, unless prior written waiver of the schedule has been obtained from the Division of Water Quality of the State Water Resources Control Board. This schedule in no way relieves the Grantee of the obligation to comply with the requirements of its waste discharge permit or NPDES permit.

Days After Grant Offer

Advertise for bids	45
Open bids	75
Award construction contract	105

8. Grantee agrees to construct a consolidated wastewater treatment project for the City of Half Moon Bay, Granada Sanitary District, and Montara Sanitary District, adequate to bring each of these entities into full compliance with applicable orders of the Regional Water Quality Control Board, San Francisco Bay Region. The project shall consist of:
 - (a) A newly constructed regional deepwater ocean outfall, to be located at Half Moon Bay, to dispose of the consolidated effluent flows of the City of Half Moon Bay, Granada Sanitary District, and Montara Sanitary District;
 - (b) Conveyance, tie-in and pumping facilities necessary to convey the effluent from said three entities to the site of the outfall or treatment plant at Half Moon Bay; and

PART III - GRANT CONDITIONS

(c) One, two, or three secondary treatment facilities adequate to meet all waste discharge requirements of the Regional Board applicable to said defendants, to be newly constructed or upgraded from existing facilities.

9. Construction of the regional ocean outfall shall begin by July 20, 1979, and shall be completed by December 1, 1979. On completion of the new ocean outfall, use of the existing Half Moon Bay outfall shall be discontinued and that outfall shall be rendered inoperable.
10. Construction of the conveyance and tie-in facilities and the reclaimed wastewater pipeline shall begin by July 20, 1979, and shall be completed by June 30, 1980.

On or before December 15, 1979, grantee shall submit to the State and Regional Boards a proposal for the funding and construction of the treatment facilities which are part of the project, together with all necessary supporting documentation and a time schedule for construction of the treatment facilities. Grantee and the State Board, with the concurrence of the Regional Board, shall agree on a time schedule for all steps necessary to the design and construction of the treatment facilities, and such agreement shall be incorporated into the conditions of this grant. The time schedule will require the entire project to be constructed and in operation before July 1, 1983. In the event grantee, the State Board and the Regional Board are unable to agree on a time on noticed motion, by a Judge of the Santa Clara County Superior Court in Action No. 424949, People of the State of California vs. City of Half Moon Bay, et al. Any time scheduled so prescribed shall require the entire project to be constructed and in operation before July 1, 1983.

11. Any of the dates contained in paragraphs 9 and 10 including the dates to be agreed upon or prescribed as provided in paragraph 10, may be extended either (a) in writing between grantor and grantee, with the prior express written concurrence of the Regional Board; or (b) by the Regional Board on a showing of good cause made by grantee; provided further that any application by grantee for an extension from the Regional Board shall be filed, together with all supporting information, no later than sixty days prior to the date sought to be extended, unless the Regional Board finds that the reason for requesting the extension was not reasonably foreseeable 60 days prior to the date. Within fifteen days following the denial by the Regional Board of any request for extension as herein provided, grantee may seek an extension by noticed motion and on a showing of good cause, from a Judge of the Santa Clara County Superior Court in Action No. 424949. In any such motion, the State Board shall have the right to appear, and it, as well as the Regional Board shall be bound by a judicial determination of good cause.
12. Grantee shall be liable to reimburse EPA and the State Board as provided by and to the extent set forth in state and federal statutes and regulations.
13. It shall be the sole responsibility of grantee to obtain any and all permits and approvals necessary for the construction and operation of the project described herein, and to do so in sufficient time to meet the compliance deadlines set forth herein.

PART III - GRANT CONDITIONS

14. (a) SAM has proposed to increase the size of the gravity interceptor sections of the conveyance pipeline (Step 3 Grant C-06-1058-110) by three inches in diameter (Schedule 1B Alternate of the Plans and Specifications opened May 16, 1979) in order to accommodate a greater future capacity through these sections of the pipeline than discussed in the Project Report and EIR. The capacity for the total SAM service area considered in the Project Report and EIR was 2.0 mdg average dry weather flow and a population of 22,000 people. If this modification to the pipeline design is constructed, SAM may not use the increase in capacity accommodated by the increased size of the gravity interceptor sections until January 1, 1988.
- (b) This condition may be waived by EPA and the SWRCB if the grantee agrees to prepare an environmental document that is in compliance with state and federal environmental laws and regulations, addressing the extra capacity provided by the pipeline and demonstrates to the satisfaction of the SWRCB and EPA that the impacts of the extra capacity are mitigated.
- (c) In the event that the conditions set forth in (a) and (b) are violated, the grantee will return to the SWRCB and EPA on demand by either agency all state and federal Step 3 grant funds for this project. Prior to making such a demand, the grantee shall be notified in writing and given a period not less than ninety (90) days in which to file the appropriate environmental document as outlined in (b) above.

b. SPECIAL CONDITIONS (Continued)

PART IV

NOTE: The Grant Agreement must be completed in duplicate and the Original returned to the Grants Administration Division for Headquarters grant awards and to the appropriate Grants Administration Office for state and local awards within 3 calendar weeks after receipt or within any extension of time as may be granted by FPA.

Receipt of a written refusal or failure to return the properly executed document within the prescribed time, may result in the automatic withdrawal of the grant offer by the Agency. Any change to the Grant Agreement by the grantee subsequent to the document being signed by the EPA Grant Award Official which the Grant Award Official determines to materially alter the Grant Agreement shall void the Grant Agreement.

OFFER AND ACCEPTANCE

The United States of America, acting by and through the U.S. Environmental Protection Agency (EPA), hereby offers a grant/amendment to the Sewer Authority Mid-Coastside for 75 % of all approved costs incurred up to and not exceeding \$ 1,290,750 for the support of approved budget period effort described in application (including all application modifications) Application for Federal Assistance included herein by reference.

GRANTEE ORGANIZATION

GRANT AMOUNT

TITLE AND DATE

ISSUING OFFICE (Grants Administration Office)

AWARD APPROVAL OFFICE

ORGANIZATION ADDRESS

EPA, Grants Administration Section
215 Fremont Street
San Francisco, CA 94105

ORGANIZATION ADDRESS

EPA, Water Division
215 Fremont Street
San Francisco, CA 94105

THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY

SIGNATURE OF AWARD OFFICIAL

TYPED NAME AND TITLE

Frank M. Covington
Director, Water Division

DATE

29 FEB 1980

This Grant Agreement is subject to applicable U.S. Environmental Protection Agency statutory-provisions and grant regulations. In accepting this award or amendment and any payments made pursuant thereto, (1) the undersigned represents that he is duly authorized to act on behalf of the grantee organization, and (2) the grantee agrees (a) that the grant is subject to the applicable provisions of 40 CFR Chapter I, Subchapter B and of the provisions of this agreement (Parts I thru IV), and (b) that acceptance of any payments constitutes an agreement by the payee that the amounts, if any, found by EPA to have been overpaid will be refunded or credited in full to EPA.

BY AND ON BEHALF OF THE DESIGNATED GRANTEE ORGANIZATION

SIGNATURE

TYPED NAME AND TITLE

General Manager

DATE

3/31/80

U.S. ENVIRONMENTAL PROTECTION AGENCY GRANT AGREEMENT/AMENDMENT					GRANT IDENTIFICATION NO.									
CHECK APPLICABLE ITEM(S) <input type="checkbox"/> GRANT AGREEMENT <input type="checkbox"/> GRANT AMENDMENT <input checked="" type="checkbox"/> SUBSEQUENT RELATED PROJECT (WWT)					DATE OF AWARD (Obligation date) 29 FEB 1980									
					TYPE OF ACTION CONTINUATION									
PART I-GENERAL INFORMATION														
1. GRANT PROGRAM Construction Grants					2. STATUTE REFERENCE PL 92-500					3. REGULATION REFERENCE 40 CFR 35				
4. GRANTEE ORGANIZATION														
a. NAME SEWER AUTHORITY MID-COASTSIDE					c. ADDRESS 501 MAIN STREET HALF MOON BAY, CA 94019									
b. EMPLOYER I.D. NO. (EIN)														
5. PROJECT MANAGER (Grantee Contact)														
a. NAME FRED MORTENSEN					d. ADDRESS 501 MAIN STREET HALF MOON BAY, CA 94019									
b. TITLE GENERAL MANAGER														
c. TELEPHONE NO. (Include Area Code) (415) 726-5566														
6. PROJECT OFFICER XXXXXXXXXX (SWRCB Contact)														
a. NAME JOHN BLUBAUGH					d. ADDRESS State Water Resources Control Board Division of Water Quality Contracts Administration Unit P.O. Box 100 Sacramento, CA 95801									
b. TITLE PROJECT COORDINATOR														
c. TELEPHONE NO. (Include Area Code) (916) 322-6468														
7. PROJECT TITLE AND DESCRIPTION														
CONSTRUCTION OF PUMP STATION. <div style="float: right; text-align: right;"> RECEIVED APR 17 1980 DIVISION OF WATER QUALITY PROJECT STEP (WWT) 3 </div>														
8. DURATION														
PROJECT PERIOD (Dates) AWARD - 8/1/81					BUDGET PERIOD (Dates)									
9. DOLLAR AMOUNTS														
TOTAL PROJECT COSTS					EPA GRANT AMOUNT (In-Kind Amt. _____), \$1,290,750									
TOTAL ELIGIBLE COSTS (WWT) \$1,721,000					UNEXPENDED PRIOR YR. BAL. (EPA Funds)									
TOTAL BUDGET PERIOD COSTS					THIS ACTION (This obligation amount) \$1,290,750									
10. ACCOUNTING DATA														
APPROPRIATION		DOC CONTROL NO.		ACCOUNT NO.		OBJ CLASS		AMOUNT CHARGED						
68X0103		C00030		OG7N092002		41 11		\$1,290,750						
11. PAYMENT METHOD														
ADVANCES (____ % of award) <input checked="" type="checkbox"/> REIMBURSEMENT OTHER _____														
12. PAYEE (Name and mailing address. Include ZIP Code)														
Grantee Organization SEND PAYMENT REQUEST TO SWRCB, Div. Water Quality, Payments Unit, P.O. Box 100, Sacto., CA 95801														

PART II - APPROVED BUDGET

TABLE A - OBJECT CLASS CATEGORY (Non-construction)		TOTAL APPROVED ALLOWABLE BUDGET PERIOD COST
1. PERSONNEL		
2. FRINGE BENEFITS		
3. TRAVEL		
4. EQUIPMENT		
5. SUPPLIES		
6. CONTRACTUAL		
7. CONSTRUCTION		
8. OTHER		
9. TOTAL DIRECT CHARGES		
10. INDIRECT COSTS: RATE _____ % BASE		
11. TOTAL (Share: Grantee _____ % Federal, _____ %)		
12. TOTAL APPROVED GRANT AMOUNT		\$
TABLE B - PROGRAM ELEMENT CLASSIFICATION (Non-construction)		
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10. TOTAL (Share: Grantee _____ % Federal _____ %)		
11. TOTAL APPROVED GRANT AMOUNT		\$
TABLE C - PROGRAM ELEMENT CLASSIFICATION (Construction)		
1. CONSTRUCTION AND PROJECT COSTS		1,485,000
2. ADMINISTRATIVE EXPENSES		13,500
3. LAND, STRUCTURES, RIGHT-OF-WAY		
4. CONSULTANT ARCH./ENGR. FEES		74,000
5. GRANTEE ARCH./ENGR. FEES (FORCE ACCOUNT)		
6. EQUIPMENT		
7. CONTINGENCIES		148,500
8. RELOCATION PAYMENTS		
9. INDIRECT COSTS		
10. SUBTOTAL		
11. GRANT PROCESSING FEE		
12. TOTAL (Share: Grantee <u>12½</u> % Federal <u>75</u> % State <u>12½</u> %)		\$ 1,721,000
13. TOTAL APPROVED GRANT AMOUNT		\$ 1,290,750

PART III - GRANT CONDITIONS

a. General Conditions:

The grantee covenants and agrees that it will expeditiously initiate and timely complete the project work for which assistance has been awarded under this grant, in accordance with all applicable provisions of 40 CFR Chapter I, Subpart B. The grantee warrants, represents, and agrees that it, and its contractors, subcontractors, employees and representatives, will comply with: (1) all applicable provisions of 40 CFR Chapter I, Subchapter B, INCLUDING BUT NOT LIMITED TO the provisions of Appendix A to 40 CFR Part 30, and (2) any special conditions set forth in this grant agreement or any grant amendment pursuant to 40 CFR 30.425.

b. Special Conditions:

1. All architectural/engineering subagreements must comply with regulations published in the Federal Register on September 27, 1978, and as further explained in State Water Resources Control Board Clean Water Grant Bulletins 29A through 29H.

The Grantee shall award such subagreements which are expected to exceed \$10,000 prior to the commencement of any services. Subagreements not exceeding \$100,000 shall be submitted within 30 days of their award and must be approved before the first grant payment can be made. Any subagreements expected to exceed \$100,000 must be submitted and approved prior to the award of the subagreement.

Grantees performing architectural/engineering work with their own forces (force account) must receive prior approval in accordance with Federal Rules and Regulations 40 CFR 35.936-14 and Clean Water Grant Bulletin No. 29D.

The amounts listed on Page 2 of the grant offer for fees are estimates only and do not indicate approval of the professional subagreements or force account requests.

2. The Grantee shall demonstrate to the satisfaction of the Regional Administrator that he has or will have a fee simple or such other estate or interest in the site of the project and rights of access, as the Regional Administrator finds sufficient to assure undisturbed use and possession for the purpose of construction and operation for estimated life of the project, and in the case of projects serving more than one municipality, that the participating communities have such interests or rights as the Regional Administrator finds sufficient to assure their undisturbed utilization of the project for the estimated life of the project.
3. The Grantee will enact and enforce in each jurisdiction serviced by the treatment works project before the completion of construction, a sewer use ordinance or other legally binding requirement which:

PART III - GRANT CONDITIONS - Continued

- 1) Shall prohibit any new connections from inflow sources into the sanitary sewer portion of the sewer system, and
- 2) Shall ensure that new sewers and connections to the sewer system are properly designed and constructed.
4. The Grantee shall acquire and maintain any flood insurance made available to it under the National Flood Insurance Act of 1968, as amended. The insurance shall be in an amount at least equal to the total eligible project costs excluding cost of land and uninsurable improvements, or to the maximum limit of coverage made available under the National Flood Insurance Act of 1968, as amended, whichever is less, for the entire useful life of the project.

This condition shall not be applicable if, on the date of execution of the grant agreement by both parties, flood insurance was not available pursuant to the Flood Insurance Act of 1968, as amended, for property in the project location. This condition shall not be applicable if the project location is outside the boundaries of a special flood hazard area delineated on a Flood Hazard Boundary Map or Flood Insurance Rate Map which has been issued by the Department of Housing and Urban Development, Federal Insurance Administration. This condition shall not be applicable if the total value of improvements insurable under the National Flood Insurance Act is less than \$10,000.

5. The Grantee agrees to make payment to its contractor promptly after receipt of Federal sums due under this grant and to retain only such amounts as may be justified by specific circumstances and provisions of this grant or the construction contract.

Retained amounts shall be limited, except where greater retention is necessary under specific circumstances specifically provided for in the construction contract, to the following schedule:

- (a) retention of up to 10 percent of payments claimed until construction is 50 percent complete;
- (b) after construction is 50 percent complete, reduction of the total retainage to 5 percent of payments claimed, provided that the contractor is making satisfactory progress and there is no specific cause for greater withholding;
- (c) when the project is substantially complete (operational or beneficial occupancy), the retained amount shall be further reduced below 5 percent to only that amount necessary to assure completion of the contract work;
- (d) a cash bond or irrevocable letter of credit may be accepted in lieu of all or part of the cash retainage under (b) or (c) above.

PART III - GRANT CONDITIONS - Continued

The Grantee agrees to report to the Project Officer and promptly credit to the Federal share due under this grant the full amount of any interest earned, or if no such interest is earned, an imputed amount of interest at the prevailing rate, upon Federal sums paid to the Grantee, if payment to the contractor is unjustifiably delayed by the Grantee, its employees or representatives.

The Grantee agrees to include appropriate provision in each Step 3 construction contract to implement this prompt payment requirement.

The foregoing condition will not apply to the extent that it may be prohibited by any specific requirement of State or local laws or ordinances.

6. Should the discovery of a potential archeological or historical resource occur during construction, all work in the area of the find will stop and a qualified archeologist will be called in to evaluate the situation and make recommendations to the Cultural Resources Officer of the State Water Resources Control Board. Said Cultural Resources Officer will then determine what will be necessary for construction to proceed.
7. This grant may be terminated if any portion of the schedule for the project indicated below is not met, unless prior written waiver of the schedule has been obtained from the Division of Water Quality of the State Water Resources Control Board. This schedule in no way relieves the Grantee of the obligation to comply with the requirements of its waste discharge permit or NPDES permit.

Days After Grant Offer

Advertise for bids	45
Open bids	75
Award construction contract	105

8. Grantee agrees to construct a consolidated wastewater treatment project for the City of Half Moon Bay, Granada Sanitary District, and Montara Sanitary District, adequate to bring each of these entities into full compliance with applicable orders of the Regional Water Quality Control Board, San Francisco Bay Region. The project shall consist of:
 - (a) A newly constructed regional deepwater ocean outfall, to be located at Half Moon Bay, to dispose of the consolidated effluent flows of the City of Half Moon Bay, Granada Sanitary District, and Montara Sanitary District;
 - (b) Conveyance, tie-in and pumping facilities necessary to convey the effluent from said three entities to the site of the outfall or treatment plant at Half Moon Bay; and

PART III - GRANT CONDITIONS

- (c) One, two, or three secondary treatment facilities adequate to meet all waste discharge requirements of the Regional Board applicable to said defendants, to be newly constructed or upgraded from existing facilities.
9. Construction of the regional ocean outfall shall begin by July 20, 1979, and shall be completed by December 1, 1979. On completion of the new ocean outfall, use of the existing Half Moon Bay outfall shall be discontinued and that outfall shall be rendered inoperable.
 10. Construction of the conveyance and tie-in facilities and the reclaimed wastewater pipeline shall begin by July 20, 1979, and shall be completed by June 30, 1980.

On or before December 15, 1979, grantee shall submit to the State and Regional Boards a proposal for the funding and construction of the treatment facilities which are part of the project, together with all necessary supporting documentation and a time schedule for construction of the treatment facilities. Grantee and the State Board, with the concurrence of the Regional Board, shall agree on a time schedule for all steps necessary to the design and construction of the treatment facilities, and such agreement shall be incorporated into the conditions of this grant. The time schedule will require the entire project to be constructed and in operation before July 1, 1983. In the event grantee, the State Board and the Regional Board are unable to agree on a time on noticed motion, by a Judge of the Santa Clara County Superior Court in Action No. 424949, People of the State of California vs. City of Half Moon Bay, et al. Any time scheduled so prescribed shall require the entire project to be constructed and in operation before July 1, 1983.

11. Any of the dates contained in paragraphs 9 and 10 including the dates to be agreed upon or prescribed as provided in paragraph 10, may be extended either (a) in writing between grantor and grantee, with the prior express written concurrence of the Regional Board; or (b) by the Regional Board on a showing of good cause made by grantee; provided further that any application by grantee for an extension from the Regional Board shall be filed, together with all supporting information, no later than sixty days prior to the date sought to be extended, unless the Regional Board finds that the reason for requesting the extension was not reasonably foreseeable 60 days prior to the date. Within fifteen days following the denial by the Regional Board of any request for extension as herein provided, grantee may seek an extension by noticed motion and on a showing of good cause, from a Judge of the Santa Clara County Superior Court in Action No. 424949. In any such motion, the State Board shall have the right to appear, and it, as well as the Regional Board shall be bound by a judicial determination of good cause.
12. Grantee shall be liable to reimburse EPA and the State Board as provided by and to the extent set forth in state and federal statutes and regulations.
13. It shall be the sole responsibility of grantee to obtain any and all permits and approvals necessary for the construction and operation of the project described herein, and to do so in sufficient time to meet the compliance deadlines set forth herein.

PART III - GRANT CONDITIONS

14. (a) SAM has proposed to increase the size of the gravity interceptor sections of the conveyance pipeline (Step 3 Grant C-06-1058-110) by three inches in diameter (Schedule 1B Alternate of the Plans and Specifications opened May 16, 1979) in order to accommodate a greater future capacity through these sections of the pipeline than discussed in the Project Report and EIR. The capacity for the total SAM service area considered in the Project Report and EIR was 2.0 mdg average dry weather flow and a population of 22,000 people. If this modification to the pipeline design is constructed, SAM may not use the increase in capacity accommodated by the increased size of the gravity interceptor sections until January 1, 1988.
- (b) This condition may be waived by EPA and the SWRCB if the grantee agrees to prepare an environmental document that is in compliance with state and federal environmental laws and regulations, addressing the extra capacity provided by the pipeline and demonstrates to the satisfaction of the SWRCB and EPA that the impacts of the extra capacity are mitigated.
- (c) In the event that the conditions set forth in (a) and (b) are violated, the grantee will return to the SWRCB and EPA on demand by either agency all state and federal Step 3 grant funds for this project. Prior to making such a demand, the grantee shall be notified in writing and given a period not less than ninety (90) days in which to file the appropriate environmental document as outlined in (b) above.

b. SPECIAL CONDITIONS (Continued)

PART IV

NOTE: The Grant Agreement must be completed in duplicate and the Original returned to the Grants Administration Division for Headquarters grant awards and to the appropriate Grants Administration Office for state and local awards within 3 calendar weeks after receipt or within any extension of time as may be granted by FPA.

Receipt of a written refusal or failure to return the properly executed document within the prescribed time, may result in the automatic withdrawal of the grant offer by the Agency. Any change to the Grant Agreement by the grantee subsequent to the document being signed by the EPA Grant Award Official which the Grant Award Official determines to materially alter the Grant Agreement shall void the Grant Agreement.

OFFER AND ACCEPTANCE

The United States of America, acting by and through the U.S. Environmental Protection Agency (EPA), hereby offers a grant/amendment to the Sewer Authority Mid-Coastside for 75 % of all approved costs incurred up to and not exceeding \$ 1,290,750 for the support of approved budget period effort described in application (including all application modifications) Application for Federal Assistance included herein by reference.

GRANTEE ORGANIZATION

GRANT AMOUNT

TITLE AND DATE

ISSUING OFFICE (Grants Administration Office)

ORGANIZATION ADDRESS

EPA, Grants Administration Section
215 Fremont Street
San Francisco, CA 94105

AWARD APPROVAL OFFICE

ORGANIZATION ADDRESS

EPA, Water Division
215 Fremont Street
San Francisco, CA 94105

THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY

SIGNATURE OF AWARD OFFICIAL

TYPED NAME AND TITLE

Frank M. Covington
Director, Water Division

DATE

29 FEB 1980

This Grant Agreement is subject to applicable U.S. Environmental Protection Agency statutory provisions and grant regulations. In accepting this award or amendment and any payments made pursuant thereto, (1) the undersigned represents that he is duly authorized to act on behalf of the grantee organization, and (2) the grantee agrees (a) that the grant is subject to the applicable provisions of 40 CFR Chapter I, Subchapter B and of the provisions of this agreement (Parts I thru IV), and (b) that acceptance of any payments constitutes an agreement by the payee that the amounts, if any, found by EPA to have been overpaid will be refunded or credited in full to EPA.

BY AND ON BEHALF OF THE DESIGNATED GRANTEE ORGANIZATION

SIGNATURE

TYPED NAME AND TITLE

General Manager

DATE

3/31/80